

PERSONNEL/HUMAN SERVICES COMMITTEE

A G E N D A

TUESDAY, NOVEMBER 15, 2016

4:30 P.M.

COMMISSION CHAMBERS, FOURTH FLOOR, BAY COUNTY BUILDING

PAGE NO.

- | | | |
|-------|------|---|
| | I | CALL TO ORDER |
| | II | ROLL CALL |
| I- 3 | III | MINUTES (10/18/16) |
| | IV | PUBLIC INPUT |
| | V | PETITIONS AND COMMUNICATIONS |
| 4-13 | A. | Great Lakes Bay Michigan Works! - Modification to the Current Michigan Works! Interlocal Agreement (Seeking approval of the 5-County Michigan Works! Interlocal Agreement covering the period 1/1/17 through 12/31/2021; authorization for Board Chair to sign - proposed resolution attached) |
| 14-17 | B. | Administrative Services Director - Veterans Service Officer (Seeking approval of the 2017 Independent Contractor Agreement with Arthur Schupback for services as Veterans Service Officer; authorization for Board Chair to sign - proposed resolution attached) |
| 18-20 | C. | Personnel Director - Vacancies (Seeking authorization to post/fill the following vacancies; proposed resolution attached) |
| | 1. | Division on Aging |
| | a. | Lead Cook (full time, \$15.09/hr. entry) |
| | b. | Site Manager (part time, \$9.86/hr. entry) |
| | 2. | Public Defender - Staff Attorney (full time, \$59,425 entry) |
| | 3. | Housing Department - Maintenance II (full time, \$13.09/hr. entry) |
| | VI | REFERRALS |
| | VII | UNFINISHED BUSINESS |
| | VIII | NEW BUSINESS |
| | IX | MISCELLANEOUS |
| | X | ANNOUNCEMENTS |
| | XI | ADJOURNMENT |

PLEASE NOTE:

THE COMMITTEE CHAIR HAS REQUESTED THAT ANY ELECTED OFFICIAL, DEPARTMENT/DIVISION HEAD PLACING AN ITEM ON THIS AGENDA BE PRESENT OR HAVE A REPRESENTATIVE PRESENT TO SPEAK TO THEIR REQUEST AND/OR ANSWER ANY QUESTIONS POSED BY COMMITTEE MEMBERS.

PERSONNEL/HUMAN SERVICES COMMITTEE

MINUTES

MEETING OF THE PERSONNEL/HUMAN SERVICES COMMITTEE ON TUESDAY, OCTOBER 18, 2016, in the Commission Chambers, Fourth Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708.

Call to order @ 4:05 P.M. by Chair Lutz.

Roll call:

MOTION NO.

COMMISSIONERS PRESENT		1	2	3	4	5	6	7	8	9	10	11
MICHAEL E. LUTZ, CHAIR	P	Y	Y	Y	Y	Y	Y	Y	Y	Y		
DONALD J. TILLEY, VICE CHAIR	P	M/Y	Y	M/Y	M/Y	M/Y	M/Y	Y	Y	Y		
MICHAEL J. DURANCZYK	P	S/Y	S/Y	Y	S/Y	S/Y	Y	S/Y	Y	M/Y		
VAUGHN J. BEGICK	P	Y	Y	Y	Y	Y	Y	Y	Y	Y		
KIM COONAN		E	X	C	U	S	E	D				
THOMAS C. HEREK	P	Y	Y	S/Y	Y	Y	S/Y	M/Y	MY	Y		
ERNIE KRYGIER, EX OFFICIO	P	Y	M/Y	Y	Y	Y	Y	Y	S/Y	S/Y		

MOTION NO.

COMMISSIONERS PRESENT		12	13	14	15	16	17	18	19	20	21	22
MICHAEL E. LUTZ, CHAIR												
DONALD J. TILLEY, VICE CHAIR												
MICHAEL J. DURANCZYK												
VAUGHN J. BEGICK												
KIM COONAN												
THOMAS C. HEREK												
ERNIE KRYGIER, EX OFFICIO												

MOTION NO.

COMMISSIONERS PRESENT		23	24	25	26	27	28	29	30	31	32	33
MICHAEL E. LUTZ, CHAIR												
DONALD J. TILLEY, VICE CHAIR												
MICHAEL J. DURANCZYK												
VAUGHN J. BEGICK												
KIM COONAN												
THOMAS C. HEREK												
ERNIE KRYGIER, EX OFFICIO												

OTHERS PRESENT: C.GIGNAC, D.RUSSELL, S.WALRAVEN, J.HISTED, T.JERRY, J.MILLER, T.PUTT, M.MORENO, M.MCCRARY, J.STRASZ, K.RIFENBARK, R.REDMOND, M.REILLY, N.PAIGE, D.BERGER

M-MOVED; S-SUPPORTED; Y-YEA; N-NAY; ABS.-ABSTAIN; E-EXCUSED; A-ABSENT

-/-

**PERSONNEL/HUMAN SERVICES COMMITTEE
MINUTES
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MOTION NO.

NOTE: In addition to these typed minutes, this Committee meeting was also video taped by BCTV and those tapes are available for review in the Administrative Services Department or can be viewed on Bay County's website www.baycountymi.gov/executive/videos.

- 1 MOVED, SUPPORTED AND CARRIED TO APPROVE THE MINUTES OF THE SEPTEMBER 20, 2016 PERSONNEL/HUMAN SERVICES COMMITTEE MEETING AS PRINTED.**

Public input was called with no one wishing to address the Committee.

- 2 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PROPOSED RESOLUTION APPROVING THE AGREEMENT FOR CENTRALIZED BIRTH CERTIFICATION SYSTEM (COUNTY CLERK).**

- 3 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PROPOSED RESOLUTION RENEWING THE ADULT FOSTER HOME LEASE AGREEMENTS (RECREATION AND FACILITIES).**

- 4 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PROPOSED RESOLUTION APPROVING THE RED CROSS SHELTER AGREEMENT FOR THE COMMUNITY CENTER (RECREATION AND FACILITIES).**

- 5 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PROPOSED RESOLUTION APPROVING THE CONTRACT WITH ECLINICALWORKS LLC FOR ELECTRONIC MEDICAL RECORDS SOFTWARE (HEALTH DEPARTMENT).**

- 6 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PROPOSED RESOLUTION APPROVING THE CONTRACT WITH SHERRY LAMERE FOR SOCIAL WORK SUPERVISION AT THE UNIVERSITY CENTER (HEALTH DEPARTMENT).**

- 7 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD AUTHORIZATION TO POST/FILL VACANCIES AS FOLLOWS: MOSQUITO CONTROL - MOSQUITO CONTROL MANAGER (FT); 9-1-1 CENTRAL DISPATCH - DISPATCHER (FT); HEALTH DEPARTMENT - CLERK (PT).**

**PERSONNEL/HUMAN SERVICES COMMITTEE
MINUTES
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MOTION NO.

- 8 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PROPOSED RESOLUTION RE 2016 APPORTIONMENT (EQUALIZATION DEPT.) [NOTE: RESOLUTION (NO. 2016-258) ADOPTED BY THE FULL BOARD AT A SPECIAL MEETING IMMEDIATELY THE P/HS COMMITTEE MEETING.]**

Commissioner Begick noted that Project Connect would be held tomorrow at the Community Center and this event would be worthwhile for many Bay County residents.

There being no further business, it was

- 9 MOVED, SUPPORTED AND CARRIED TO ADJOURN (4:15 P.M.).**

Submitted by:

Deanne Berger

**Deanne Berger
Board Coordinator**



Administration


1409 Washington
Midland, MI 48640
Phone 989-754-1144
800-285-WORK
Fax 989-754-1439

www.michiganworks.com

Jennifer Hayes
Workforce Development
Board Chair

Donald Tilley
Consortium Board Chair

TO: MICHAEL E. LUTZ, CHAIRPERSON
PERSONNEL/HUMAN SERVICES COMMITTEE
BAY COUNTY BOARD OF COMMISSIONERS

FROM: ED OBERSKI, CEO 
GREAT LAKES BAY MICHIGAN WORKS!

DATE: OCTOBER 7, 2016

RE: MODIFICATION TO THE CURRENT MICHIGAN
WORKS! INTERLOCAL AGREEMENT

This is a request by the Great Lakes Bay Michigan Works! to place the following item on the agenda for the Personnel/Human Services Committee meeting on November 15, 2016 for review, recommendation and referral to the full Board of Commissioners.

Great Lakes Bay Michigan Works! is requesting that Bay County approve the proposed 5-County Michigan Works! Interlocal Agreement, effective dates January 1, 2017 – December 31, 2021. (attached)

This proposed agreement was developed through working sessions attended by representatives from all 5 Counties. To date, it has been approved by Gratiot, Isabella and Midland Counties. It will also be presented to Saginaw County in November of this year.

For your convenience, also attached is an annotated version of the proposed agreement that explains the changes to the existing agreement.

We plan to be present at the November 15, 2016 to address any questions.

Thank you for your consideration.

-4-

**Great Lakes Bay Michigan Works!
Interlocal Agreement**

[THE WHEREAS CLAUSES ARE THE SAME AS OUR CURRENT AGREEMENT.]

This Interlocal Agreement (hereinafter "Agreement") is entered into as of the _____ day of _____, 2016, by the County of Bay, the County of Gratiot, the County of Isabella, the County of Midland, and the County of Saginaw pursuant to the Michigan Urban Cooperation Act, being Public Act 7 of 1967 (ex. sess.), as amended.

WHEREAS, the County of Bay, the County of Gratiot, the County of Isabella, the County of Midland, and the County of Saginaw (hereinafter referred to collectively as "the Counties") are each a "public agency" as defined by the Michigan Urban Cooperation Act, being Public Act 7 of 1967 (ex. sess.), as amended; and each may separately exercise the power, privilege, and authority they share in common and wish to exercise jointly with the other; and,

WHEREAS, the Counties desire to maintain an optimal level of community service and maximum efficiency in carrying out the requirements of the Workforce Innovation and Opportunity Act of 2014, 29 USC 3101 *et seq.*, and the Michigan Works One-Stop Service Center System Act, being Public Act 491 of 2006, MCL 408.111 *et seq.*; and

WHEREAS, the Counties have an industrial base and are contiguous in location; and

WHEREAS, the Boards of Commissioners of the Counties have determined that the best method of maintaining an optimal level of community service and maximum efficiency in each of the Counties is through this Agreement;

THEREFORE, the Counties agree to the following:

I.

PURPOSE

[PURPOSE SECTION IS SAME AS THE CURRENT AGREEMENT]

A. Replacement of Existing Interlocal Agreement. This Agreement replaces and supersedes the Restatement of Interlocal Agreement dated the eighth day of April, 2014, as amended in 2015 and 2016, in its entirety.

B. Name. The Consortium of Counties created by this Agreement shall be called the Great Lakes Bay Michigan Works! Consortium (hereinafter referred to as the "Consortium").

C. Purpose. The Consortium shall administer state, federal, and other workforce programs as prescribed by law and the requirements established by each grant funding source, and perform such other functions as are necessary and related to same. The Consortium shall exercise the role of the local elected officials as prescribed by applicable law.

II.
AUTHORITY

[AUTHORITY SECTION IS SAME AS THE CURRENT AGREEMENT]

A. Certification. The Counties certify that federal, state, and local law permit the services to be provided under this Agreement, including, without limitation, the Workforce Innovation and Opportunity Act of 2014, being 29 USC §3101 *et seq.*, and the Michigan Works One-Stop Service Center System Act, being Public Act 491 of 2006, MCL 408.111 *et seq.*

B. Filing. This Agreement shall be filed with the county clerks of the Counties and with the Michigan Secretary of State.

III.
SERVICE AREA

[SERVICE AREA SECTION IS SAME AS OUR CURRENT AGREEMENT]

A. Service Area. The geographical boundaries of the Counties shall constitute the service delivery area under this Agreement.

IV.
CONSORTIUM BOARD

[CONSORTIUM BOARD SECTION IS THE SAME AS OUR CURRENT AGREEMENT]

A. Creation. As of the effective date of this Agreement, there is created the Great Lakes Bay Michigan Works! Consortium Board (hereinafter called the "Consortium Board").

B. Powers. The Consortium Board shall be vested with all of the powers authorized under applicable state and federal law and shall be operated in accordance with same. Said powers include:

- i. Maintaining and presenting adequate books, records, and reports of all audits, transactions, revenues, and expenditures in accordance with grant source requirements and with generally accepted accounting principles, or otherwise instructing the Director to do same. Such books and records are public documents subject to the Michigan Freedom of Information Act, being Public Act 442 of 1976, as amended.
- ii. Conducting an independent, annual audit, or otherwise instructing the Director to do same, and receiving from the Director such audit reports and certifications that funds have been expended in accordance with approved budget and federal and state guidelines.
- iii. Presenting regular program reports regarding the effectiveness of the various workforce programs, or otherwise instructing the Director to do same. Such reports are public documents subject to the Michigan Freedom of Information Act, being Public Act 442 of 1976, as amended.
- iv. Requesting and receiving from the Director regular reports concerning the status, both financial and operational, of all employment and training programs, and the contracts relating to same, in the service delivery area.
- v. Reviewing and approving the cost budget.
- vi. Interviewing and recommending the candidate nominated for appointment as Director to the Administrative Unit.
- vii. Procuring and maintaining appropriate comprehensive general liability insurance coverage.

C. Limitations on Powers. The Consortium and Consortium Board shall not have the power to:

- i. Sue or be sued in its own name.
- ii. Incur any debt, liability, or obligation that can be passed on to any party to this Agreement, other than as stated herein.
- iii. Levy any tax, issue any bond or note, or borrow money.
- iv. Employ staff.
- v. Operate on a for-profit basis.

D. Membership. The membership of the Consortium Board shall consist of members of the Boards of Commissioners of the Counties or their County Administrator. In the case of Bay County, one of its members may be its chief elected official, the Bay County Executive, or his or her appointee. Each County shall establish its own rules and procedures for appointing its members to the

Consortium Board. Each County may remove its respective Consortium Board members (and alternates, if applicable) at will.

- i. The Consortium Board shall consist of 13 members: 5 members from Saginaw County, 3 members from Bay County, 2 members from Midland County, 2 members from Isabella County, and 1 member from Gratiot County.
- ii. A quorum of the Consortium Board shall consist of a majority of its members and will be required in order to conduct business.
- iii. The addition of another county to the Consortium Board shall require the affirmative vote of each of the Counties and a majority vote of the Consortium Board.
- iv. The County Board of Commissioners for each County shall determine whether its members of the Consortium Board shall serve with or without compensation.

E. Organization of Consortium Board: The Consortium Board shall:

- i. Elect its own Chairperson and Vice-Chairperson from among its members on an annual basis. Members shall be eligible to serve for additional terms, if elected.
- ii. Adopt by-laws that are consistent with this Agreement.
- iii. Hold at least one regularly scheduled meeting each quarter. The Consortium Board shall conduct all meetings in compliance with the Michigan Open Meetings Act, being Public Act 267 of 1976, as amended.
- iv. Documents and other records generated by the Consortium Board are public records subject to the requirements and exemptions of the Michigan Freedom of Information Act, being Public Act 442 of 1976, as amended.

F. Voting. An affirmative vote of a majority of the membership present shall be required in order to pass any motion or resolution. However, adoption or amendment of the Consortium Board's by-laws shall require the affirmative vote of nine (9) members of the Consortium Board.

G. Administrative Unit. The Consortium Board shall select from the Counties an Administrative Unit. The Administrative Unit shall have all of those powers vested in it by law including, but not limited to:

- i. Serving as fiscal agent and providing professional, technical, legal, and clerical staff support to the Consortium Board. All staff members shall be employees of the Administrative Unit and governed by the Administrative Unit's policies and applicable collective bargaining agreements.
- ii. Entering into contracts and other necessary agreements, upon legal review.
- iii. Signing, executing, and doing all things incident and necessary to properly submit grant applications.
- iv. Hiring and firing the Director upon the recommendation of the Consortium Board.

H. Director. The Director shall oversee day-to-day administration of the services provided by the Great Lakes Bay Michigan Works! Consortium. The Director shall be responsible for keeping and maintaining adequate books and records of all revenues, rates, charges, expenses, accounts receivable and payable, and other debts and obligations in accordance with the law and generally accepted accounting principles; and the Director shall establish such controls and procedures as are necessary to ensure strict financial accountability.

The personnel policies and procedures of the Administrative Unit shall be complied with in regard to the recruitment, advertisement, application, and hiring process for the Director position. Candidates for the Director position will be interviewed and nominated by a joint committee comprised of members of both the Consortium and Workforce Development Boards. Such nomination must be approved by both the Consortium Board and the Workforce Development Board for submission to the Administrative Unit.

The Director's performance will be reviewed on an annual basis by the Consortium Board. The Consortium Board may recommend the termination of the Director to the Administrative Unit with the affirmative vote of nine (9) members of the Consortium Board.

V.

WORKFORCE DEVELOPMENT BOARD

[WORKFORCE DEVELOPMENT BOARD SUBSECTION A COMBINES THE CURRENT SUBSECTIONS A AND B. IT CONTINUES THE PROVISION THAT EACH COUNTY, RATHER THAN THE CONSORTIUM BOARD, APPOINTS AN EQUITABLE NUMBER OF WORKFORCE BOARD MEMBERS. IT DELETES LANGUAGE IN THE CURRENT INTERLOCAL AGREEMENT THAT ATTEMPTS TO SUMMARIZE DOZENS OF PAGES OF LEGISLATION, REGULATIONS, AND STATE GUIDELINES SPECIFYING REQUIRED MEMBERSHIP ON THE WORKFORCE BOARD. THE PROPOSED LANGUAGE SIMPLY SAYS MEMBERSHIP ON THE WORKFORCE BOARD MUST COMPLY WITH ALL FEDERAL AND STATE RULES. THIS GIVES THE CONSORTIUM BOARD MORE FLEXIBILITY TO SET THE WORKFORCE BOARD STRUCTURE WITHOUT HAVING TO GO THROUGH THE PROCESS OF GETTING ALL 5 COUNTY BOARDS OF COMMISSIONERS TO APPROVE AN AMENDMENT THE INTERLOCAL AGREEMENT. IT ALSO MAKES IT LESS LIKELY THAT THE INTERLOCAL WILL BE OUT OF COMPLIANCE IF THE FEDERAL OR STATE RULES CHANGE IN THAT REGARD.]

A. Establishment and Membership. The Consortium Board shall establish a local Workforce Development Board in accordance with the Workforce Innovation and Opportunity Act of 2014,

29 USC 3101 *et seq.*, and the administrative rules promulgated thereto. If the applicable rules governing the workforce programs under this Agreement call for the elected official(s) to appoint members to the Workforce Development Board, the Consortium Board shall not make the appointments. In such cases, the appointments shall be made by the respective Boards of Commissioners of the Counties. Representation from the Counties on the Workforce Development Board shall be in approximate proportion to their respective populations.

[WORKFORCE DEVELOPMENT BOARD SUBSECTIONS B AND C ARE THE SAME AS SUBSECTIONS C AND D IN THE CURRENT AGREEMENT.]

B. Duties and Responsibilities. The Workforce Development Board, in partnership with the Consortium Board, shall provide the policy, program guidance, and independent oversight services for all activities of Great Lakes Bay Michigan Works!.

C. Operation of Workforce Development Board. All aspects of governance of the Workforce Investment Board shall be in accordance with the Workforce Innovation and Opportunity Act of 2014, 29 USC 3101 *et seq.*, including, without limitation, the appointment of a chairperson, development of a budget, and identification and selection of providers.

VI.

FINANCIAL RESPONSIBILITY OF THE COUNTIES

[FINANCIAL RESPONSIBILITY OF THE COUNTIES SECTION IS THE SAME AS THE CURRENT AGREEMENT.]

A. Financial Support. The Consortium Board shall not require any County to provide any financial support for any activities under this Agreement unless that County agrees to provide that support in a separate agreement.

B. Liability, Generally. The Counties shall not be required to pay any debts, liabilities, or obligations of the Consortium Board or the Workforce Development Board.

C. Liability for Disallowed Costs. The Counties shall repay any disallowed costs only after the following payment hierarchy has been exhausted:

- i. Payment shall first be made by the service provider, agent, or third party that is responsible for the disallowance.
- ii. Payment will then be made from any applicable insurance carrier or bond insurer.
- iii. A waiver or approval of an offset from the grant funding source will then be pursued.

- iv. Any remaining required repayment will then be paid by the Counties. The responsibility for any disallowed costs shall be apportioned according to the services contracted for in each County.

D. Privileges and Immunity. Nothing in this Agreement shall be construed to affect the Counties' rights and privileges under governmental immunity. All of the privileges and immunities from liability and exemptions from laws, ordinances, and other rules, and all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of the officers, agents, or employees of the Counties, shall apply to the same degree and extent to the performance of such functions and duties of the members of the Consortium Board and Workforce Development Board.

VII.

DURATION OF AGREEMENT

[DURATION OF AGREEMENT SUBSECTION A IS NEW. IT STATES THE AGREEMENT LASTS FOR 5 YEARS. THE SAGINAW-MIDLAND-BAY AGREEMENT DID NOT HAVE A SET END DATE.]

A. Effective Date and Duration. This Agreement shall be effective commencing on the date first written above and shall remain in effect through _____, 2021.

[DURATION OF AGREEMENT SUBSECTION B CONTINUES ALL TERMINATION PROVISIONS IN THE CURRENT AGREEMENT. THE OLD 3-COUNTY AGREEMENT SAID THE AGREEMENT CONTINUES AS LONG AS 2 COUNTIES REMAIN IN THE CONSORTIUM. THE PROPOSED LANGUAGE CHANGES THAT NUMBER TO 3 COUNTIES.]

B. Termination of Participation. Any County may withdraw from the Consortium Board and the obligations created by this Agreement upon service of 120-day written notice to the remaining Counties. The Agreement shall remain in effect the remaining Counties as long as at least three (3) Counties remain as signatories to it. Upon termination of participation by at least three (3) Counties, this Agreement shall continue in effect until the final grant concludes.

VIII.

MISCELLANEOUS

[MISCELLANEOUS SECTION IS THE SAME AS THE CURRENT AGREEMENT...EXCEPT THE FINAL SENTENCE OF SUBSECTION B IS NEW. IT ALLOWS THE AGREEMENT TO CONTINUE IF THE REFERENCED LAWS OR REGS CHANGE.]

A. Amendment. Any amendments to this Agreement require the approval of the Board of Commissioners of each of the Counties.

B. Changes in Applicable Laws. In the event the laws and regulations pertaining to this Agreement, including, but not limited to, the Workforce Innovation and Opportunity Act of 2014, are amended or repealed, the Counties, in their individual discretion, may determine whether such changes render it infeasible or unadvisable to carry of this Agreement. In that event, the County may terminate this Agreement by submitting 30-day written notice to the other Counties. If this Agreement is not terminated due to the amendment or repeal of applicable laws or regulations, then this Agreement will continue under those new laws or regulations without the need to amend this Agreement to specifically name those new laws or regulations.

C. Severability. If any word, phrase, part or section of this Agreement is determined to be illegal or unenforceable, the other portions of the Agreement shall remain in full force and effect so long as those other portions are sufficient to constitute a valid agreement.

D. Full Agreement. This document, along with any attachments or appendices or other incorporations by reference, constitutes the entire agreement between the Counties. Accordingly, this Agreement supersedes all previous or contemporary agreements between the Counties covering the subject matter of this Agreement.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals the day and year set below their signatures.

BAY COUNTY BOARD OF COMMISSIONERS

DECEMBER 13, 2016

RESOLUTION

BY: PERSONNEL/HUMAN SERVICES COMMITTEE (11/15/16)

WHEREAS, Great Lakes Bay Michigan Works! is requesting that Bay County approve the proposed 5-County Michigan Works! Interlocal Agreement, effective dates January 1, 2017 — December 31, 2021 (attached); and

WHEREAS, This proposed agreement was developed through working sessions attended by representatives from all 5 Counties and, to date, it has been approved by Gratiot, Isabella and Midland Counties; and

WHEREAS, Saginaw County consideration will also be given in November 2016; Therefore, Be It

RESOLVED That the Bay County Board of Commissioners approves the 5-County Great Lakes Bay Michigan Works! Interlocal Agreement and authorizes the Chairman of the Board to execute said Agreement on behalf of Bay County following legal review/approval.

**MICHAEL E. LUTZ, CHAIR
AND COMMITTEE**

MI Works - 5 County Interlocal Agreement

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MICHAEL J. DURANCZYK				KIM J. COONAN				MICHAEL E. LUTZ			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				DONALD J. TILLEY							

VOTE TOTALS:

ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____
VOICE: YEAS _____ NAYS _____ EXCUSED _____

DISPOSITION: ADOPTED _____ DEFEATED _____ WITHDRAWN _____
AMENDED _____ CORRECTED _____ REFERRED _____



**BAY COUNTY
ADMINISTRATIVE SERVICES**

Thomas L. Hickner
County Executive

Debra Russell
Director
russelld@baycounty.net

MEMORANDUM

TO: MICHAEL LUTZ, CHAIRMAN
PERSONNEL & HUMAN SERVICES COMMITTEE

FROM: DEBRA RUSSELL
ADMINISTRATIVE SERVICES DIRECTOR

RE: VETERANS SERVICE OFFICER

DATE: NOVEMBER 8, 2016

BACKGROUND

Arthur Schupback has been an Independent Contractor, providing assistance to the public that address the concerns of Bay County military veterans and their families. The agreement with Mr. Schupback provides for up to 20 hours per week totaling up to \$10,400.00 per year. The current agreement with Mr. Schupback expires on December 31, 2016.

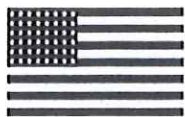
FINANCIAL IMPACT

There are no requested financial changes. The maximum per year compensation shall remain the same.

RECOMMENDATION

Based on the recommendation of the Bay County Veterans Council in the attached letter, we would request the renewal of the agreement with Arthur Schupback as Veterans Service Officer for a period of one year. The term of the agreement shall be from January 1, 2017 through December 31, 2017. This agreement is subject to review by Corporation Counsel and signature by the Chairman of the Board of Commissioners.

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Bay County
VETERANS COUNCIL

County Building
Bay City, Michigan 48708



American Legion Post #18

*Military Order of
Purple Heart #514*

*Veterans of Foreign
Wars #6950*

*Vietnam Veterans
of America #494*

Knights of Columbus #2740

American Veterans #22

*Polish Legion of
American Veterans #162*

*Disabled American
Veterans #9*

Marine Corps League

On behalf of the Bay County Veterans Council we would recommend and encourage you to renew the contract of Art Schupback as our County Service Officer.

Art is certified both at the state level and the national level as a service counselor and advisor. He has helped hundreds of veterans each year from filing disability claims to obtaining other benefits.

This is a much needed position in Bay County and our veterans deserve to have such a person at our disposal.

Thank you for your consideration.

Frederick Zippler

Financial Secretary

Bay County Veterans Council



-15-

Bay County Veterans Council

515 Center Ave. #212

Bay City, MI. 48708

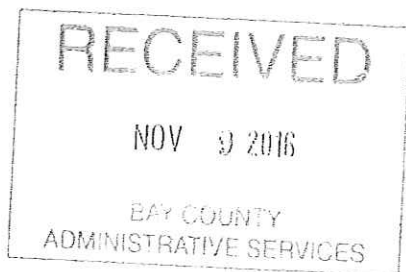
This letter, is let you know that the Veterans Co. Is totally in support of Arthur Schupback, as our Bay County Veterans Co. and VSO.

He is an accredited Representative

Bay County Veterans Co.

James N. Davis

*Adj. Bay County Veterans
Council.*



BAY COUNTY BOARD OF COMMISSIONERS**DECEMBER 13, 2016****RESOLUTION****BY: PERSONNEL/HUMAN SERVICES COMMITTEE (11/15/16)**

WHEREAS, Arthur Schupback has been an Independent Contractor, providing assistance to the public that address the concerns of Bay County military veterans and their families; and

WHEREAS, The agreement with Mr. Schupback provides for up to 20 hours per week totaling up to \$10,400.00 per year; the current agreement with Mr. Schupback expires on December 31, 2016; and

WHEREAS, The maximum per year compensation shall remain the same and has been included in the 2017 budget; and

WHEREAS, Based on the recommendation of the Bay County Veterans Council, it is requested that the agreement with Arthur Schupback as Veterans Services Officer be renewed for the period of one (1) year (January 1, 2017 through December 31, 2017); Therefore, Be It

RESOLVED That the Bay County Board of Commissioners approves the Independent Contractor Agreement between Bay County and Arthur Schupback for the period January 1, 2017 through December 31, 2017; Be It Further

RESOLVED That the Chairman of the Board is authorized to execute the renewal agreement on behalf of Bay County following legal review/approval.

**MICHAEL E. LUTZ, CHAIR
AND COMMITTEE**

Administrative Services - Veterans Services Officer - Arthur Schupback

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MICHAEL J. DURANCZYK				KIM J. COONAN				MICHAEL E. LUTZ			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				DONALD J. TILLEY							

VOTE TOTALS:

ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____
VOICE: YEAS _____ NAYS _____ EXCUSED _____

DISPOSITION: ADOPTED _____ DEFEATED _____ WITHDRAWN _____
AMENDED _____ CORRECTED _____ REFERRED _____



**BAY COUNTY
PERSONNEL DEPARTMENT**

Thomas L. Hickner
County Executive

Tiffany Jerry, Director

jerryt@baycounty.net
(989) 895-4096 (T)
(989) 895-2076 (F)

To: Michael Lutz, Chair, Personnel/Human Services Committee

From: Tiffany Jerry, Director of Personnel and Employee Relations TJ

Date: November 9, 2016

Re: Personnel/Human Services Committee Agenda

Please consider the following for the agenda of your committee meeting scheduled for November 15, 2016.

1. Request (Vacancy):

Division on Aging has submitted a request to post and fill the Lead Cook position.

Background:

Current employee is retiring with an effective date of January 2, 2017.

Finance/Economics:

This is a full-time position with benefits as provided for within the USW full-time labor agreement although union membership is voluntary. The proposed 2017 wage scale is \$15.09 per hour entry, progressing to \$17.91 per hour after two years (TU07). Funds exist within the current Division on Aging budget and can be utilized to fill this position.

Recommendation:

Please refer to the full board for approval to post and fill the Lead Cook vacancy with the Bay County Division on Aging.

2. Request (Vacancy):

Division on Aging has submitted a request to post and fill a Site Manager position.

Background:

Current employee is retiring with an effective date of January 4, 2017.

Finance/Economics:

This is a part-time position with limited benefits as provided for within the USW part-time labor agreement although union membership is voluntary. The proposed 2017 wage scale is \$9.86 per hour entry, progressing to \$11.37 per hour after 6 years (TS02). Funds exist within the current Division on Aging budget and can be utilized to fill this position.

Recommendation:

Please refer to the full board for approval to post and fill the part-time Site Manager vacancy with the Bay County Division on Aging.

3. **Request (Vacancy):**
The Public Defender office has submitted a request to post and fill a Staff Attorney position.

Background:

Current employee has been elected to the Probate Court Judge position.

Finance/Economics:

This is a full-time position with benefits included in the Personnel Policy. The current rate of pay is \$59,425.60 entry, progressing to \$72,155.20 after three years (PN10). Funds exist within the budget.

Recommendation:

Please refer to the full board for approval to post and fill the Staff Attorney position with the Public Defender's Office.

4. **Request (Vacancy):**
The Housing Department has submitted a request to post and fill a full-time Maintenance II position.

Background:

Current employee has transferred to a different position within the County.

Finance/Economics:

This is a full-time position with benefits as provided for within the USW full-time labor agreement although union membership is voluntary. The current rate of pay is \$13.09 per hour entry, progressing to \$15.46 per hour after 2 years (TU06). Housing funds exist in the current budget.

Thank you for considering the items listed above and approving any necessary budget adjustments; if you have any questions, please feel free to contact me.

cc: Tom Hickner
Bob Redmond
Deb Russell
Amber Davis-Johnson
Shawna Walraven
Jan Histed
Kim Priessnitz
Joel Strasz
Tammy Roehrs
Bruce Mannikko
Wanda Behmlander
Kathy Barcla
Rachelle Anderson

BAY COUNTY BOARD OF COMMISSIONERS

DECEMBER 13, 2016

RESOLUTION

BY: PERSONNEL/HUMAN SERVICES COMMITTEE (11/15/16)

RESOLVED By the Bay County Board of Commissioners that concurrence is given to post/advertise/fill the following full time/part time/temporary/seasonal or co-op positions/vacancies/new positions, monies for said positions to come from the respective departmental budgets:

1. Division on Aging
 - A. Lead Cook (full time, \$15.09/hr. entry)
 - B. Site Manager (part time, \$9.86/hr. entry)
2. Public Defender - Staff Attorney (full time, \$59,425 entry)
3. Housing Department - Maintenance II (full time, \$13.09/hr. entry)

RESOLVED That budget adjustments, if required, are approved; Be It Further

RESOLVED That it is clearly understood that any positions funded through a grant shall be terminated or hours reduced if grant funding is terminated or reduced.

**MICHAEL E. LUTZ, CHAIR
AND COMMITTEE**

Vacancies - December

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MICHAEL J. DURANCZYK				KIM J. COONAN				MICHAEL E. LUTZ			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				DONALD J. TILLEY							

VOTE TOTALS:

 ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____
 VOICE: YEAS _____ NAYS _____ EXCUSED _____

 DISPOSITION: ADOPTED _____ DEFEATED _____ WITHDRAWN _____
 AMENDED _____ CORRECTED _____ REFERRED _____